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ASA7-7-6  
QPA 10070  
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**Contract Amendment #1/Renewal # 2**

This is an Amendment/Renewal to Quantity Purchase Agreement #10070, Mattress & Pillow Foam & Cores, entered into by and between **IDOA on behalf of Pen Product/All State Agencies** (hereinafter referred to as "State") and **Chestnut Ridge Foam** (hereinafter referred to as "Contractor") dated 9/15/2006. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Price increase due to increase cost of raw materials causing the escalation for manufacturing of products.  
The effective date will be September, 15, 2008

Line #	Description: (price listed is per EA)	Old Price	New Price	Percent % Up & Decrease
1	Foam, Mattress, Flame-Resistant in quantities less than 10,000 board feet	\$1.27	\$1.53	20.4
2	Foam, Mattress, Flame-Resistant in quantities of 10,001 - 20,000 board feet	\$1.20	\$1.46	21.7
3	Foam, Mattress, Flame-Resistant in quantities more than 20,001 board feet	\$1.19	\$1.45	21.8
7	Core, Mattress, Fire-Resistant, in quantities less than 7,500 board feet	\$1.67	\$1.902	13.9
8	Core, Mattress, Fire-Resistant, in quantities 7,500-15,000 board feet	\$1.60	\$1.83	14.4
9	Core, Mattress, Fire-Resistant, in quantities 15,001-30,000 board feet	\$1.56	\$1.79	14.7

To replace the existing Confidentiality of Data, Property Rights in Products, and Copyright Prohibition and the Confidentiality of State Information with the following:

**Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit N/A is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 9/15/2006 to include the above named amendment. The contract term shall commence on 9/15/2008 and shall terminate on 9/14/2009.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

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**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**Signature: [Signature]Printed Name: Carl OsburnTitle: Executive Vice PresidentDate: 6-30-08**State of Indiana Agency:**Signature: [Signature]Printed Name: Susie SmithTitle: Purchasing AdministratorDate: 7/15/08**Indiana Office of Technology**N/A

Gerry Weaver

Chief Information Officer

Date: \_\_\_\_\_

**Department of Administration**[Signature]  
Carrie Henderson

Commissioner

Date: 07-15-08**State Budget Agency**Delegated per FMC 98-2

Christopher A Ruhl

Director

Date: \_\_\_\_\_

**Office of the Attorney General**[Signature]

Stephen Carter

Attorney General

Date: 7/22/08